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Labor Agreements with a Powerful Union

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THE Amalgamated Clothing Workers of America are not affiliated with the American Federation of Labor. The organization came into being in the autumn of 1914, when a large number of the tailors and cutters in a body left the United Garment Workers of America (affiliated with the A. F. of L.) and subsequently united with the Tailors' Industrial Union (formerly known as Journeymen Tailors' Union) under the name of The Amalgamated Clothing Workers of America. Its first convention was held in the City of New York, December 26th to 28th, 1914. This fact is mentioned because in the brief period of its existence it has become the dominant labor organization in the men's and boys' clothing industry in America. It has a membership of over 100,000 and it has agreements governing industrial relations between its members and the most important clothing manufacturers of the country. The new organization from its inception was distinguished by an enthusiasm, a morale and an idealism which are quite remarkable and it has developed a type of leadership which has attracted wide attention both within and outside of the labor movement. The report of the general officers at the first convention emphasized the need of education as an indispensable element of success in achieving the aims of the organization. I quote from said report as follows:

An organization of labor, to be true to its mission, to be able to elevate the workingmen mentally, materially, morally and in every other sense, while gathering strength for the ultimate emancipation of the working class from the wage system, *must be predicated on education*. An economic labor organization built on the solid foundation of knowledge and enlightenment will never be in fear of destruction, will be able to withstand any storm, and the workingmen will find in it shelter and protection. A workingman brought into the Union by the ennobling influence of education will not have to be urged in season and out of season to remain in the Union. The Union will always live in his own soul and he will always be found in the organized ranks with his fellows. The

¹ Judge Moses acts as impartial chairman in the two Baltimore shops having agreements with the Amalgamated and referred to in this article. [Editor.]

workingman must be informed on the cause of the existence of Unions, on their true missions, which are not confined to the walking delegate's duties to attend to complaints brought from shops. We need a new type of organizer, a new type of, what is ordinarily termed, labor leader. Let us open the gates of our organization to educators and they will come. . . . One of the most effective means of education is undoubtedly the press. . . . We hope that this convention will provide means for a press of our own so that we may do our work in the most effective manner.

The organization at present publishes six weekly and bi-weekly newspapers in the following languages: English,² Yiddish, Italian, Polish, Bohemian and Lithuanian.

The preamble to its constitution reads as follows:

The economic organization of labor has been called into existence by the capitalist system of production, under which the division between the ruling class and the ruled class is based upon the ownership of the means of production. The class owning those means is the one that is ruling, the class that possesses nothing but its labor power, which is always on the market as a commodity, is the one that is being ruled.

A constant and unceasing struggle is being waged between these two classes.

In this struggle the economic organization of labor, the union, is a natural weapon of offense and defense in the hands of the working class.

But in order to be efficient, and effectively serve its purpose, the union must in its structure correspond to the prevailing system of the organization of industry.

Modern industrial methods are very rapidly wiping out the old craft demarcations, and the resultant conditions dictate the organization of labor along industrial lines.

The history of the class struggle in this country for the past two decades amply testifies to the ineffectiveness of the form, methods and spirit of craft unionism. It also shows how dearly the working class has paid for its failure to keep apace with industrial development.

The working class must accept the principles of industrial unionism or it is doomed to impotence.

The same forces that have been making for industrial unionism are likewise making for a closer inter-industrial alliance of the working class.

This inevitable process will eventually lead to a universal working class organization, united along the entire line of the class struggle, economically and politically, instead of being split up and divided against itself, as it unfortunately is at present, under the antiquated teachings and methods.

For the consummation of this great end the education of the working class is most essential. This must, therefore, be a very important part of the mission of the labor movement.

Every oppressed class in history achieved its emancipation only upon its

² *Advance*, published at 31 Union Square, New York City.

attaining economic supremacy. The same law operates also in the struggle between capital and labor.

The industrial and inter-industrial organization built upon the solid rock of clear knowledge and class consciousness will put the organized working class in actual control of the system of production, and the working class will then be ready to take possession of it.

AGREEMENTS WITH EMPLOYERS

As above stated the Amalgamated has entered into agreements with the principal manufacturers of clothing and it is the purpose of this article to tell something about these agreements and how they work in actual practice in two clothing plants in the City of Baltimore.³

The agreements with the various employers are practically the same and the more important provisions in the cases referred to are as follows:

(A) The hours of work shall be 44 per week consisting of five days of 8 hours each and a Saturday half holiday.

(B) Overtime shall be dispensed with so far as possible. When overtime is necessary the worker shall be paid at the rate of time and a half.

(C) Requests for wage increases shall be taken up in the first instance by the shop chairman elected by the workers and the duly appointed representatives of the employer. In case of disagreement the matter shall be referred to the Trade Board, hereinafter provided. The Trade Board shall investigate and shall have power to render a decision.

(D) The Trade Board shall be composed of eight⁴ representatives elected by the workers (members of the Union) and a like number of representatives appointed by the employer, and an Impartial Chairman chosen by mutual agreement of both parties. The Trade Board has jurisdiction over all complaints and grievances which may arise in the shops and which may be referred to it for decision by either side. An appeal from any decision of the Trade Board may be taken to the Board of Arbitration, hereinafter provided.

(E) The Board of Arbitration shall be composed of three members, one representing the employer, one representing the workers and the third chosen by mutual agreement to act as Chairman.⁵ All decisions rendered by the Board of Arbitration shall be final and binding upon both parties.

(F) All work shall be given to the inside shops. If, however, the workers are

³ Henry Sonneborn & Company, Inc., employing about 3000 workers, and Strouse & Bros. Inc., employing about 1000.

⁴ The number differs in the various factories.

⁵ President Frank J. Goodnow of Johns Hopkins University is Chairman of the Board of Arbitration under the agreements with Henry Sonneborn & Co. Inc. and Strouse & Bros. Inc.

unable to meet the demands of output or are unable to insure prompt deliveries through increase of business, the employer shall have the right to place extra work in outside shops in order that undue injury, through the cancellation of orders, may be prevented. It is understood, however, that the representatives or agents of the employer having charge of the giving out of such work shall give preference to outside shops whose workers are members of the Amalgamated Clothing Workers of America. It is further understood that if without undue delay all such work cannot be placed in such shops, the employer shall have the right to place such work wherever it can be most satisfactorily and speedily handled.

(G) All new workers are on probation for three weeks⁶ and if not satisfactory may be discharged at any time during the probationary period.

(H) Changes in methods of production, as well as changes of persons from one operation or department to another, may be made by the employer, provided the individual worker does not suffer because of such change. In every case the shop chairman shall be notified before the change is made.

(I) All persons employed directly in the manufacture of clothing in the cutting, trimming and tailoring departments of the employer, shall be members of the Amalgamated Clothing Workers of America in good standing.⁷

⁶ This period varies in the different agreements.

⁷ The Sonneborn and Strouse labor agreements provide for the closed shop. Hart, Schaffner & Marx of Chicago was the first clothing manufacturer to make a labor agreement with the Amalgamated. This agreement has been renewed from time to time and is still in force. It provides for the "preferential shop" in the following terms: "It is agreed that the principle of the preferential shop shall prevail, to be applied in the following manner:

"Preference shall be applied in hiring and discharge. Whenever the employer needs additional workers, he shall first make application to the union, specifying the number and kind of workers needed. The union shall be given a reasonable time to supply the specified help, and if it is unable, or for any reason fails to furnish the required people, the employer shall be at liberty to secure them in the open market as best he can.

"In like manner, the principle of preference shall be applied in case of discharge. Should it at any time become necessary to reduce the force in conformity with the provisions of this agreement the first ones to be dismissed shall be those who are not members of the union in good and regular standing.

"The provisions for preference made herein require that the door of the union be kept open for the reception of non-union workers. Initiation fee and dues must be maintained at a reasonable rate, and any applicant must be admitted who is not an offender against the union and who is eligible for membership under its rules. Provided, that if any rules be passed that impose an unreasonable hardship, or that operate to bar desirable persons, the matter may be brought before the Trade Board or Board of Arbitration for such remedy as it may deem advisable."

In May, 1919, a large number of clothing manufacturers in Chicago made

(J) It is understood that the power of discipline and discharge shall remain with the corporation and its agents. It is agreed, however, that at the request of the shop chairman the employee *shall* remain at work until the Trade Board reviews the case.⁸

(K) Whenever a worker shall have absented himself from his accustomed place without giving an acceptable reason to the representative of the employer in charge of his work, upon the second business day of his absence, his position may be considered forfeited. In case of absence, a reason therefor must be given to the foreman (or other representative of the employer) by messenger, mail or telephone. Any worker who is absent on account of sickness shall be re-instated in his former position if proper notification is given the foreman and shop chairman within three days, provided he returns to work within a reasonable time.

(L) Standards are to be established by a committee composed of an equal number of representatives of the workers and the employer and if they cannot agree the matter shall be referred to the Trade Board, whose decision shall be final.⁹

SHOP ORGANIZATION

The workers organize each shop (such as coat-shop, pants-shop, vest-shop, etc.) by electing a shop chairman and two or more assistants, who together constitute the shop committee. The shop chairman then appoints a worker in each section or group (such as pocket-makers, sleeve-sewers, basters, etc.) to represent his or her section, the principal function of such representative being to bring to the shop chairman any complaint, grievance or demand that may originate in the particular section. The shop

agreements with the Amalgamated providing for the preferential shop. The full text of these agreements was published in the *Daily News Record* (New York, May 16, 1919) and may be obtained by writing to the general office of the Amalgamated, 31 Union Square, New York City.

⁸ Until recently this clause read as follows: "It is understood that the full power of discipline and discharge remains with the corporation and its agents, but it is agreed that this power shall be exercised with justice and with due regard for the reasonable rights of the employee. If the employee feels as if he has been unjustly discharged, he may appeal to the Trade Board, which shall have the power to review and decide such cases. In every case the shop chairman shall be notified before actual discharge. By request of the shop chairman, the discharge *should* be delayed until the Trade Board hears the case."

⁹ In the Sonneborn plant most of the workers are week workers with wages based upon a "standard" production. In the Strouse plant most of the workers are piece workers and the agreement provides for a wage board, presided over by the chairman of the Trade Board, to handle requests for increases.

chairman and his assistants are elected for six months and the section representatives serve for a like period, but the workers of the shop may at any time by a majority vote depose the shop chairman or his assistants or appointees.

HEAD CHAIRMAN OR CHIEF DEPUTY

The head chairman or chief deputy of the workers of the entire factory (combined shops) is elected by a general shop committee made up of all the shop chairmen and their assistants (shop committees) and his election must be ratified at a general meeting of the workers of the entire factory. He is elected for six months, but may be deposed at any time by a majority vote of the workers at a general meeting. Such action may be taken upon the recommendation of the general shop committee or otherwise. His duties are to preside at all general meetings of the combined shop committees and of the workers of the factory. If the shop chairman and his assistants (shop committee) cannot adjust any matter in dispute between the workers and the representatives of the employer in any particular shop, the head chairman is called in to adjust same. If he cannot reach an adjustment with the representatives of the employer, the matter is then taken to the Trade Board for settlement. It is estimated that about ninety per cent of the cases are adjusted without reference to the Trade Board.

Before any request for a change of conditions affecting a section or group can be presented to the employer, such change must be sanctioned by the general shop committee composed of all the shop chairmen and their assistants.

THE TRADE BOARD

As provided in the agreement the workers and the employer each have an equal number of representatives upon the Trade Board. Each important section or group of workers elects one of their number to represent them upon the board for a definite period, usually six months, but such representative may be recalled at any time by a majority vote of the group. A woman worker is elected by the women workers of the entire factory to represent them, so that there is always at least one woman on the board. An "Impartial Chairman" is chosen by mutual agree-

ment, when the contract between the employer and the union is entered into, to serve during the term of the agreement. He presides at all meetings of the Trade Board and has power to decide all questions over which the Trade Board has jurisdiction. His decisions are generally subject to an appeal to the Board of Arbitration, although appeals are rare.¹⁰

HOW THE PLAN WORKS

When a worker or a group of workers in the shop has a grievance, or desires an increase in wages, the worker representing such group presents the matter to the shop chairman, who takes it up for adjustment with the shop superintendent or other designated representative of the employer and if they are unable to adjust the matter in a satisfactory manner it is referred to the Trade Board for decision. Where the employer has a labor manager the shop chairman takes the matter up with him for adjustment instead of with the shop superintendent. One of the employers referred to has recently engaged a labor manager¹¹ and the number of cases which have been referred to the Trade Board has greatly decreased. This is especially true with regard to the cases involving discipline and discharge, which because of their vital importance to the workers and their influence upon the morale of the shop must be briefly referred to.

DISCIPLINE AND DISCHARGE

Before the advent of the labor manager, foremen or shop superintendents frequently sought to discipline or discharge a worker with what appeared to be undue haste. Almost invariably in such cases the entire group, often the whole shop, became agitated if an apparent injustice was done to the worker. As above stated,

¹⁰ Under the Sonneborn agreement, since January, 1916, to date, only one appeal has been taken and that was withdrawn before hearing. Under the Strouse agreement, since May, 1917, no appeals have ever been taken. In the two plants the Trade Board has held over 300 sessions and more than that number of cases have been decided.

There are rarely any stoppages. When they do occur it is usually because the workers are required to work at a new operation for an unreasonable length of time before the new piece rate is fixed. No stoppages have occurred because of adverse Trade Board decisions.

¹¹ Dr. Clyde L. King (in the Sonneborn plant).

under the earlier agreements the worker could be discharged *before* hearing by the Trade Board, but could apply for a review of his case and re-instatement by said board. This procedure proved unsatisfactory because the workers felt that it was unjust to deprive a man of his job before giving him a chance to defend himself and their dissatisfaction frequently manifested itself in diminished production, lack of discipline and in other ways. Even after re-instatement of the worker with back pay the apparent injustice which he had suffered was not forgotten by him and members of his group and the employer paid the penalty in the end. It therefore became necessary, both in the interest of the worker as well as of the employer, to change the procedure in order that the worker might have the right to have his case heard by the Trade Board before he could be discharged.¹² The maintenance of shop discipline and morale requires a prompt disposition of these cases and they are heard by the Trade Board without delay.

One of the most frequent complaints made by the employer is that the worker is inefficient or turns out "bad work." In one of the plants referred to, when such a complaint is lodged with the shop chairman by the employer's representative the shop chairman goes at once to the worker and admonishes him that he must do the work properly and the foreman shows the worker what is expected of him. If the worker continues to produce bad work, the shop chairman warns him that if he is brought before the Trade Board upon that charge, he will not be defended by the workers' representatives and may be discharged. This plan has worked very successfully and very few cases have come before the Trade Board. The union does not defend bad work, but the representatives of the workers on the Trade Board insist that before a worker may be discharged for bad work he should be instructed how the employer desires the work to be done and he should receive due warning before his case is referred to the Trade Board, in order to give him a chance to improve. Occasionally it is found that a worker can do better work on a different operation, and in such cases, whenever possible, he is transferred.

¹² See appendix to this article, page 176.

CHANGES IN METHODS OF PRODUCTION

Before the agreements were made with the union the employers found it next to impossible to improve their methods of production and the installation of new systems was almost out of the question. The workers resisted changes which involved learning a new operation or a loss in wages. After all, when a man has been making pockets in a certain way for ten years and has acquired great skill and speed and a fair earning capacity, he can hardly be expected to submit tamely to a radical change in method which practically nullifies his accomplishment and relegates him to the ranks of the learner or the unskilled worker. Therefore, every important change usually involved a stoppage of work and the employer considered himself fortunate if he could secure a slight concession. This situation is dealt with in the agreement (clause H) which provides that changes in methods of production, as well as changes of workers from one operation or department to another, may be made by the employer, provided the individual worker does not suffer because of such change. Of course, the shop chairman must be notified before such change is made, so that he may explain the matter to the worker or group and assure them that they will not be permitted to suffer through the change. This means, especially, that the workers will not receive less wages under the changed conditions. This clause of the agreement has been construed by the Trade Board to permit the introduction of new machinery, new systems of handling and routing the work, new methods of production, the keeping of records by the workers and, within the last few months, the taking of time-studies for the purpose of establishing piece rates and standards of production. Obviously, this is a tremendous gain, and although, at times, such innovations have met with vigorous protest from the rank and file, yet the leaders of the union, all things considered, have displayed a spirit of coöperation and a degree of intelligence and comprehension of modern business methods truly remarkable.

A NEW TYPE OF LEADERSHIP

Those who are familiar with the development of the clothing industry must be deeply impressed with the tremendous changes which have taken place since the Amalgamated became a powerful organization. Its strength and the character of its leaders are a guar-

antee that its agreements will be carried out by both workers and employers. It has the power to compel respectful consideration of its demands. It was the first labor union to secure the 44 hour week for the entire industry in which its members are employed. Its insistence upon collective bargaining and a representative form of government in the shop is establishing law and order in an industry which heretofore has been notoriously chaotic. A striking example of this fact is presented by the clothing industry in New York City. Prior to February of this year the conditions were most deplorable. About 150 manufacturers employing some 10,000 workers in inside shops and over 1200 contractors employing about 40,000 people were in a constant state of ferment. Guerrilla warfare, stoppages, strikes and lockouts were matters of almost daily occurrence. Sometimes the manufacturers and contractors combined to fight the union; more frequently the contractors sought the union as their natural ally. Bitterness, recrimination, demoralization—no other terms will serve to describe the situation. The workers had uncontrolled power in the shop and the shop chairman abused that power whenever it served his purpose. It was a situation which called for statesmanship, courage and exceptional leadership. All these are possessed in a remarkable degree by Sidney Hillman, the general president of the union. His tact, ingenuity and foresight brought order out of chaos. He frankly admitted the abuse of power by the petty union officials in the shops, but he also showed that the methods of the boss were mainly responsible for the conditions which threatened the industry with destruction. He proposed a labor agreement under which collective bargaining and industrial relations would be established between the union and the entire local industry, and this has now been practically accomplished. The Rochester and Chicago markets have followed with similar agreements under which the union can deal with the industry as a whole and in July representatives of the clothing manufacturers of New York, Rochester, Chicago and Baltimore met in New York and established the National Industrial Federation of Clothing Manufacturers. Its Articles of Federation state that

The Board of Governors shall have authority to bind the participating manufacturers to any agreement with the Amalgamated Clothing Workers of America and to make rules and regulations governing the industrial relations between

management and workers. It shall be responsible for establishing an industrial government with all necessary organization of administrative, judicial and legislative functions to stabilize wages, hours, standards of efficiency and all conditions of employment.

The next move must now come from the union and its action is awaited with much interest.

APPENDIX

The question as to the right of the worker to have his case heard by the Trade Board before he could be discharged was carefully considered and fully discussed in a report made by a committee consisting of Mr. James Mullenbach, Impartial Chairman of the Trade Board under the Hart, Schaffner and Marx agreement, Dr. N. I. Stone, now labor manager for The Hickey-Freeman Co. and Jacob M. Moses, chairman, to Dr. William Z. Ripley, Louis Marshall, Esq. and Prof. Felix Frankfurter, acting as an advisory board to consider controversies between the American Men's and Boys' Clothing Manufacturers Association of New York and the Amalgamated Clothing Workers of America, in February, 1919. This report has not been published and because of the difficulty in securing a copy of same, that portion will be quoted which bears upon the subject under consideration (page 172)—*Discipline and Discharge*.

"As a result of the long strife for control in the shops the manufacturers admit that they have lost the power of discipline and discharge, except at the cost of prolonged lockouts and stoppages.

"This condition, it is recognized, is unsatisfactory to both parties, means destruction of their real interests, and some method of orderly procedure in cases of discharge is essential.

"The manufacturers contend that the only effective system of discharge will be one where the employer shall have the right of immediate discharge of a workman, but that such discharge shall be followed by a review by the Impartial Chairman who may confirm the discharge, or overrule it by reinstating the workman with or without back pay according to his judgment. The employers cite the experience of the Hart, Schaffner and Marx Labor Agreement in this respect as confirming their contention.

"The Union contends that an adequate system of discharge will be one where the employer may order the discharge, but the discharge shall not become effective, that is, the discharged workers need not leave the shops, except by consent of the shop chairman, and until the Impartial Chairman shall review the causes of the discharge. The workers cite the experience of the Sonneborn Labor Agreement in confirmation of their contention.

"The Hart, Schaffner and Marx provision for discharge and the practice thereunder is as follows:

" 'The full power of discharge and discipline remains with the company and its agents,—but it is understood that this power should be exercised with justice and with due regard to the reasonable rights of the employe, and, if an employe feels that he has been unjustly discharged, he may appeal to the Trade Board, which shall have power to review the case.'

“ ‘Every person suspended shall receive a written notice, directing him to appear at the office of the company for a decision—every suspension notice properly presented to the discipline officer of the company must be disposed of within six working hours from the time of its presentation and a definite decision announced to the suspended person.’

“Under the provision of the agreement for discipline the practice at present is as follows:

“All exercise of discipline or discharge has been withdrawn from the shop managers or superintendents and foremen, and is vested in the director of labor who investigates and passes first on all charges against a workman before an order for discharge is given. His function in this respect is a judicial one. According to the discipline officer of the company,—‘in cases of discharge the burden of proof is upon the employer to show that such discharge is necessary for the welfare of the organization. He must also show that any alternative action involving less hardship on the individual is inadequate.’

“When, however, the discharge is advised by the discipline officer the discharge is immediately taken up by the deputy of the workers and, if no adjustment with the company can be made, the discharge becomes an emergency case and is heard immediately by the Trade Board.

“There are two exceptions to this method of procedure.

“Cutters who fall off in their production may not be disciplined, i. e., reduced in wages, suspended or discharged, before there has been a hearing before the Trade Board. Cutters are weak workers.

“In the case of deputies of the Union and Trade Board members, no discipline can be imposed until charges are filed and heard before the Trade Board.

“By practice also Shop Chairmen are not disciplined until charges are filed and reviewed before the Trade Board.

“The system at Hart, Schaffner and Marx has worked well largely because of the following factors:

“When the agreement was first made the company held the power of discipline and the agreement was designed to define and limit the exercise of the power; further, the disciplinary function is centered in one official—the director of labor—who determines the policy of the company as to discipline and discharge and so maintains consistent aims and practices in the exercise of his functions; and further, the promptitude with which the discharge cases are heard and disposed of.

“The provision in the Sonneborn Labor Agreement dealing with discharge is as follows:

“ ‘It is understood that the power of discipline and discharge shall remain with the corporation and its agents. It is agreed, however, that at the request of the Shop Chairman the employee shall remain at work until the Trade Board reviews the case.’

“The practice under the Sonneborn agreement was originally like that of the Hart, Schaffner and Marx Agreement. The clause in the earlier agreement reads as follows:

“ ‘It is understood that the full power of discipline and discharge remains with

the corporation and its agents, but it is agreed that this power shall be exercised with justice and with due regard for the reasonable rights of the employee. If the employee feels as if he has been unjustly discharged, he may appeal to the Trade Board, which shall have the power to review and decide such cases. In every case the Shop Chairman shall be notified before actual discharge. By request of the Shop Chairman, the discharge should be delayed until the Trade Board hears the case.'

"Because this request of the shop chairman on account of the use of the word '*should*' was not held to be mandatory, the company insisted that the discharged man should leave the shop forthwith. This action, however, always awakened the resentment of the people in the shop and caused a falling off in production, and even when the man was reinstated with back pay the summary action of dismissal still rankled.

"On account of this evil effect the original practice was abandoned and no discharge involving immediate withdrawal from the shop took place except by agreement of the Shop Chairman. This practice being recognized as conserving the interests of both parties, the agreement was changed to read as at present, giving the Shop Chairman authority to prevent the withdrawal from the shop until the case has been heard by the Trade Board.

"It is clear that the administration of the two systems is not so widely different, and it is purely a question as to which is best adapted to meet the needs of the New York situation.

"As pointed out above, the outcome of the struggle between the employers and the workers finds the employers bereft of the power of discipline. For years the workers apparently had been able to veto any disciplinary action of the employer, and a guerrilla warfare has been waged.

"Any system of orderly procedure will take power from the workers or at least confine the exercise of it within prescribed limits. Under these circumstances we believe it is altogether advisable to inaugurate the procedure under the Sonneborn Labor Agreement—

- “1. Because it is adequate, and
- “2. Because it will secure the co-operation of the workers in the endeavor to secure orderly procedure.

“(a) The system of review before final discharge has proved effective and satisfactory for the Sonneborn Co. in the operation of their shops employing over 3000 and for Strouse & Bros. employing about 1200 workers. It has been in practice for some three years and a new agreement confirming this practice has just been concluded. Prompt action from an authoritative source, the Impartial Chairman, before any action is taken disturbing the relations in the shop, will train both parties to habits of responsibility in cases of discharge. Shop Chairmen will acquire a new status and a new accountability, and this will result in moderation and independence in dealing with cases of discharge in the shop.

“(b) Any system of discipline to be effective must finally commend itself to the workers and secure their sanction and co-operation. The discharge after review gives them all the protection they can properly expect and will give to the employer some guarantee of discipline, such as he does not in the present circumstances possess.

"We do not believe the procedure under the Hart, Schaffner and Marx Labor Agreement would be a workable one in the present situation for two reasons.

"1. The large number of employers—each with his own ideas of discipline—makes any consistent policy of discharge impossible. Under the Sonneborn procedure the standards and policy as to discipline will be determined at the outset by the Impartial Chairman.

"2. The large number of establishments separated by considerable distances makes prompt hearing and action very difficult, certainly without the possibilities of speedy action such as is a part of the Hart, Schaffner and Marx procedure."